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9 UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA

10 JANINE C. CUDDY, an individual,

11 Plaintiff,

12 vs.

13 STARBUCKS CORPORATION, a foreign
14 corporation, d.b.a. Starbucks Coffee,

15 Defendant.
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Case No. 3:22-cv-00459-ART-CLB

**ORDER TO PROCEED TO
ARBITRATION PENDING
COMPLETION OF THE EARLY
NEUTRAL EVALUATION**

17 Plaintiff, JANINE C. CUDDY (“Plaintiff”), and Defendant, STARBUCKS
18 CORPORATION (“Defendant”), by and through their undersigned counsel, hereby stipulate and
19 agree as follows:

20 WHEREAS, Plaintiff entered into an arbitration agreement with Defendant, purportedly
21 requiring Plaintiff and Defendant to submit to final and binding arbitration of any and all claims
22 and disputes that are related in any way to Plaintiff’s employment or the termination of her
23 employment with Defendant (hereinafter, the “Arbitration Agreement”);

24 WHEREAS, on October 18, 2022, Plaintiff filed a Complaint in the United States District
25 Court in the District of Nevada entitled *Janine C. Cuddy v. Starbucks Corporation*, Case No. 3:22-
26 cv-00459-ART-CLB (ECF #1) and on November 2, 2022 Plaintiff filed an Amended Complaint
27 (ECF #2) alleging claims for (1) Unlawful Discrimination Based on Disability – Failure to Engage
28 in the Interactive Process in Good Faith, Failure to Accommodate Disabilities, Disparate

1 Treatment, Failure to Provide Training Opportunities, Termination of Employment, and Failure to
 2 Re-Hire Because of Disabilities (Americans with Disability Act and Amendment Act – 42 U.S.C.
 3 § 12101 *et seq.*); (2) Unlawful Retaliation Based on Disability (Violation of the Anti-Retaliation
 4 Provisions of the ADA, 42 U.S.C. § 12203 *et seq.*); (3) Violation of Nevada’s Anti-Discrimination
 5 Statute Based on Disability (Failure to Engage in the Interactive Process in Good Faith, Failure to
 6 Accommodate Disabilities, Disparate Treatment, and Termination of Employment Because of
 7 Disabilities) (NRS 613.330); and (4) Unlawful Retaliation Based on Disability (Violation of the
 8 Anti-Retaliation Provisions of Nevada’s Anti-Employment Discrimination Statutes (Disability)
 9 (NRS 613.340))(the “Action”);

10 WHEREAS, the parties hereby stipulate and agree that Plaintiff’s claims alleged against
 11 Defendant in the Action fall within the scope of the Arbitration Agreements and are subject to its
 12 terms.

13 IT IS HEREBY STIPULATED by and between Plaintiff and Defendant and ORDERED as
 14 follows:

15 1. The Action, in its entirety, shall be submitted to binding arbitration pursuant to the
 16 terms of the Arbitration Agreement, pending the completion of the Early Neutral Evaluation, which
 17 is currently scheduled to proceed on March 7, 2023;

18 2. The parties shall submit a Stipulation and Order of Dismissal upon completion of
 19 the Early Neutral Evaluation, regardless of whether the matter resolves at the Early Neutral
 20 Evaluation session or the parties intend to proceed to arbitration upon its conclusion.

21 3. By participating in the Early Neutral Evaluation process and exchanging initial
 22 disclosures in advance thereof, the parties agree that they are not acting inconsistently with the
 23 Arbitration Agreement and Defendant reserves all rights to proceed in arbitration in accordance
 24 with the Arbitration Agreement should the parties be unable to resolve Plaintiff’s claims at the
 25 Early Neutral Evaluation session.

26 4. Defendant will not object to, or subsequently seek to dismiss the arbitration, on a
 27 statute of limitations argument that asserts that the arbitration demand or commencement of the
 28 arbitration proceeding was untimely or too late because Plaintiff did not demand or commence

1 arbitration sooner, but, instead, commenced action in federal court, delaying the commencement of
2 the arbitration proceedings;

3 5. Defendant will consider the dismissal of this case to constitute Plaintiff's timely
4 notice and demand for arbitration, in lieu of the procedures set forth in the Arbitration Agreement
5 for making an arbitration demand.

6 6. In conjunction with this Stipulation, the parties shall submit a Joint Motion to Stay
7 Discovery pending dismissal of this case to proceed in arbitration.

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10 Dated: February 17, 2023

Dated: February 17, 2023

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12 Respectfully submitted,

Respectfully submitted,

13 /s/ William J. Geddes

/s/ Michael D. Dissinger

14 WILLIAM J. GEDDES, ESQ.
15 THE GEDDES LAW FIRM, P.C.

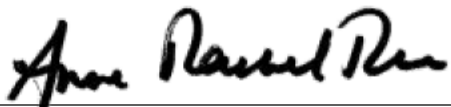
Z. KATHRYN BRANSON, ESQ.
MICHAEL D. DISSINGER, ESQ.
LITTLER MENDELSON, P.C.

16 Attorneys for Plaintiff,
JANINE C. CUDDY

Attorneys for Defendant,
STARBUCKS CORPORATION

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20 **IT IS SO ORDERED.**

21 Dated: February 21, 2023

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24 ANNE R. TRAUM
25 UNITED STATES DISTRICT JUDGE
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